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Case No.: 5:20-cv-00208-LCB

**PLAINTIFF’S MOTION FOR PARTIAL SUMMARY JUDGMENT ON
THE ISSUE OF LIABILITY FOR BREACH OF CONTRACT**

Pursuant to Rule 56 of the Federal Rules of Civil Procedure, Plaintiff John Prince (“Prince”) submits this Motion for Partial Summary Judgment on the Issue of Liability for Breach of Contract (the “Motion”).¹ As shown below, and in Prince’s Memorandum of Law and Evidentiary Submission (containing Exhibits A-J), each of which is filed contemporaneously herewith, the undisputed facts prove that Defendant Hui Huliau (“H2”) breached its contract(s) with Prince, and

¹ Rule 56(a) authorizes a party to move for summary judgment “identifying each claim or defense — or the part of each claim or defense — on which summary judgment is sought.” That provision, together with Rule 56(g), authorizes a summary judgment on liability. See 10B Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2736 (4th ed.); see also Gulf Power Co. v. Coalsales II, LLC, 522 F. App’x 699, 701 (11th Cir. 2013) (affirming summary judgment on liability).

Prince is entitled to judgment as a matter of law on his breach of contract claim (Count I). In further support of this Motion, Prince states as follows:

1. As the Memorandum shows, the indisputable facts prove that H2 has breached its obligations to Prince by, among other things, causing KAYA Associates, Inc. (“KAYA”) to: (a) pay \$200,000.00 in prohibited fees or commissions in connection with H2’s acquisition of KAYA; and (b) make approximately \$350,000.00 in unsecured, interest-free loans to H2 and “other related party entities.”

2. Based on these indisputable breaches, Prince is entitled to judgment as a matter of law.

3. Prince notes that this Motion is expressly limited to the issue of liability. That is because the subject contracts provide Prince a spectrum of cumulative remedies in the event of a breach. And Prince’s exercise of one or more of the non-monetary remedies available to him may impact the type and amount damages that Prince ultimately seeks in this case. The Court’s determination that H2 breached the subject contracts will give Prince the right to exercise those remedies while the remaining claims are fully litigated and developed. And it allow Prince to seek a full and complete remedy at trial, without the need for further actions.

WHEREFORE, Prince respectfully requests that the Court enter judgment in his favor as to his breach of contract claim (Count I) against H2, **as to liability only**, including an order finding that Prince is entitled to all contractual remedies set forth in the operative agreements, and preserving the issue of damages on that count for trial.

Respectfully submitted this 10th day of April, 2020.

/s/ W. Brad English

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CERTIFICATE OF SERVICE

I hereby certify that I have this 10th day of April, 2020, served a copy of the foregoing upon all parties to the matter through the Court's electronic case management system, which will effect service upon the following:

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